

[*Egenrieder v. Metropolitan Edison Co.*](#), 85-ERA-23 (Sec'y Apr. 11, 1988)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: April 11, 1988
CASE NO. 85-ERA-23

EDWARD C. EGENRIEDER,
COMPLAINANT,

v.

METROPOLITAN EDISON COMPANY/
GENERAL PUBLIC UTILITIES,
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENT

Before me for approval is a settlement agreement entered into by the parties in the above-captioned case, which arises under the Energy Reorganization Act of 1974 (ERA), 42 U.S.C. § 5851 (1982). This agreement, accompanied by a release signed by Complainant Egenrieder, was received from Administrative Law Judge (ALJ) Daniel L. Leland, who signed the agreement next to the word "approved." The ALJ transmitted these documents and the case record by memorandum dated November 16, 1987.^{[1](#)}

I have carefully reviewed the terms of the settlement agreement and the provisions of the release. Both of these documents encompass the settlement of matters arising not only under the ERA but under

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other laws, such as the Pennsylvania Human Relations Act and the National Labor Relations Act, or arising at common law. As recently stated in *Poulos v. Ambassador Fuel Co. Inc.*, Case No. 86-CAA-1, Secretary's Order, issued November 2, 1987, slip op. at 2,

[The Secretary's] authority over settlement agreements is limited to such statutes as are within [The Secretary's] jurisdiction and is defined by the applicable statute. *See Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD-4, Secretary's Decision and Order on Remand, issued November 3, 1986.

I have, therefore, limited my review of the agreement and release to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegations that Respondents violated the ERA.

I find the terms of the agreement within the scope of my authority to be fair, adequate and reasonable. I, therefore, approve the settlement agreement and the release signed by the Complainant.

Accordingly, the complaint in this case is DISMISSED WITH PREJUDICE.²

SO ORDERED.

ANN MCCLAUGLIN
Secretary of Labor

Washington, D.C.

[ENDNOTES]

¹The procedure generally followed in ERA cases, when parties submit their settlement agreement to the ALJ, is for the ALJ to issue a recommended decision, pursuant to 29 C.F.R. § 24.6(a) (1987), setting forth the ALJ's recommendation as to whether the agreement should be approved and the case dismissed. Although Judge Leland did not issue such a recommended decision here, I will, because of the placement of his signature on the agreement, treat his transmittal of the agreement and release as a recommendation that the agreement be approved and the case be dismissed.

²Paragraph 2 of the agreement requires Complainant to file with the ALJ a "Withdrawal of Request for Hearing and a Request to Enter Dismissal with Prejudice signed by counsel on his behalf." Settlement Agreement and Release at 2. In view of my dismissal of the complaint, it will not be necessary for Complainant to file that document.